

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

TRUSTEES OF THE DETROIT  
CARPENTERS FRINGE BENEFIT FUNDS,

Plaintiffs,

Case No.

Hon.

v

BRUNT ASSOCIATES, INC., a Michigan  
corporation,

Defendants.

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**COMPLAINT**

Plaintiffs, by their attorneys, Fildew Hinks, PLLC, state:

1. The Detroit Carpenters Fringe Benefit Funds, a voluntary association, consists of representatives and agents of the Detroit Carpenters Health and Welfare Fund, the Michigan Regional Council of Carpenters Employee Benefits Fund, the Carpenters Pension Trust Fund - Detroit and Vicinity, the Carpenters Annuity Fund, the

Michigan Regional Council of Carpenters Annuity Fund, the Detroit Carpenters Joint Apprenticeship and Training Trust Fund, the Guarantee Fund and the Industry Advancement Fund (if applicable), each of which is a trust fund established pursuant to the Labor-Management Relations Act of 1947 (“LMRA”), as amended, 29 U.S.C., Section 141 et seq., and the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended, 29 U.S.C., Section 1001 et seq., having its principal office in this District and Division. Plaintiffs are trustees of the funds named, on whose behalf, and on behalf of whose beneficiaries, this action is filed, as their respective interests shall appear.

2. Defendant Brunt Associates, Inc., is a Michigan corporation doing business in this district and division.

3. Jurisdiction of this Court is predicated on Section 301 of the LMRA, 29 U.S.C., Section 185, and Section 502 of ERISA, 29 U.S.C., Section 1132, this being a suit for violation of a contract between an employer (Defendant) and the Michigan Regional Council of Carpenters, AFL-CIO, the successor to the Carpenters District Council of Detroit, (the “Union”), a labor organization representing employees in an industry affecting commerce.

**Count I ERISA Claim**

4. Plaintiffs incorporate each and every allegation contained in the preceding paragraphs as though fully set forth herein.

5. Brunt Associates, Inc., either directly or through its authorized agents, has entered into one or more collective bargaining agreements with the Union, copies of which are in the possession of the Defendant and are not attached hereto due to their bulk, but which will be supplied upon request.

6. Pursuant to the collective bargaining agreements Brunt Associates, Inc. became obligated to pay wages and to make periodic payments to the Funds represented by Plaintiffs, which payments constituted employee benefits earned by employees of Brunt Associates, Inc. who were either members, or fell within the jurisdiction, of the Union and were covered by the collective bargaining agreements.

7. Plaintiffs became aware that Brunt Associates, Inc. was not making required fringe benefit contributions in violation of ERISA and its collective bargaining agreement with the Union on November 30, 2015.

8. Pursuant to the collective bargaining agreements alleged above, Defendant submitted for audit its books and records to verify the accuracy of the contributions

made to Plaintiffs pursuant to the agreements as well as to determine the amount of any deficiency for the period January 1, 2013 through May 31, 2015.

9. On November 30, 2015, Plaintiffs determined a deficiency for fringe benefits, in the amount of \$31,711.27 for the period January 1, 2013 through May 31, 2015. See attached Exhibit A.

10. Plaintiffs determined outstanding liquidated damages and interest owing as of November 30, 2015 totaling \$19,741.39.

11. There is now due and owing to Plaintiffs from Defendant the sum of \$51,452.66.

12. Plaintiffs sent the audit letter attached as Exhibit A to the Defendants on November 30, 2015.

13. Plaintiffs sent a demand letter for the unpaid Fringe Benefits and liquidated damages to the Defendant on January 21, 2016. See Exhibit B.

14. Despite demands by Plaintiffs, Defendant has failed, neglected and refused to pay that amount or any portion thereof.

**WHEREFORE**, Plaintiffs pray:

A. That this Court enter judgment against Brunt Associates, Inc. for \$51,452.66, plus actual costs, double interest and actual attorney fees.

B. That this Court grant Plaintiffs any other relief that it deems appropriate.

**Count II Books and Records**

15. Plaintiffs incorporate each and every allegation contained in the preceding paragraphs as though fully set forth herein.

16. Pursuant to the collective bargaining agreements alleged above, Plaintiffs are entitled to audit the books and records of Defendant to verify the accuracy of the contributions made to Plaintiffs pursuant to the agreements as well as to determine the amount of any deficiency. The books and records required include those listed on Exhibit C.

17. Plaintiffs demand production of the Defendant's books and records on June 28, 2018. A copy of the demand is attached as Exhibit D.

18. Despite demands by Plaintiffs on June 28, 2018, Defendant has failed, neglected and refused to permit the audit.

**WHEREFORE**, Plaintiffs pray:

A. That this court enter an order directing Defendant to submit to Plaintiffs for audit the books and records of Brunt Associates, Inc., described in Exhibit C attached hereto and expressly made a part hereof for the period June 1, 2015, through the date of production of the books and records.

B. That this court thereafter enter judgement against Brunt Associates, Inc., for all sums shown by the audit to be due to Plaintiffs, together with actual costs, double interest and actual attorney fees.

C. That this Court grant Plaintiffs any other relief that it deems appropriate.

Dated: July 25, 2018

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